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10 Attorneys for Plaintiffs

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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14 OAKLAND DIVISION

15 11 BOARD OF TRUSTEES OF THE CEMENT
16 12 MASONS HEALTH AND WELFARE TRUST
17 13 FUND FOR NORTHERN CALIFORNIA;
18 14 BOARD OF TRUSTEES OF THE CEMENT
19 15 MASONS VACATION-HOLIDAY TRUST
20 16 FUND FOR NORTHERN CALIFORNIA;
21 17 BOARD OF TRUSTEES OF THE CEMENT
22 18 MASONS PENSION TRUST FUND FOR
23 19 NORTHERN CALIFORNIA; and BOARD OF
24 20 TRUSTEES OF THE CEMENT MASONS
25 21 TRAINING TRUST FUND FOR NORTHERN
26 22 CALIFORNIA,

27 Case No.: 4:14-cv-03016-DMR

28 **STIPULATION FOR DISMISSAL
WITHOUT PREJUDICE AND
RETENTION OF JURISDICTION;
ORDER THEREON**

18 Plaintiffs,

19 vs.

20 D. LOPEZ JR., an individual,

21 Defendant.

22
23 **STIPULATION**

24 IT IS HEREBY STIPULATED by and between Plaintiffs, on the one hand, and
25 Defendant D. Lopez Jr., on the other hand, that pursuant to the Settlement Agreement and
26 Release and Stipulation for Dismissal (“Agreement”), which is expressly incorporated by
27 reference into this Stipulation for Dismissal Without Prejudice and Retention of Jurisdiction,
28 that this Court dismiss this action, without prejudice, and retain jurisdiction over this matter to

1 enforce the Agreement should any action be required to enforce the Agreement after the
2 dismissal without prejudice is entered by the Court.

3 DATED: February 26, 2015

4 BULLIVANT HOUSER BAILEY PC

5 By

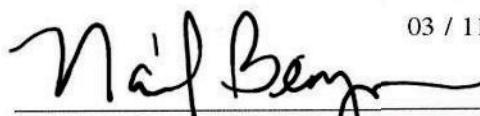

6 Ronald L. Richman
7 Susan J. Olson

8 Attorneys for Plaintiffs

9
10 DATED: February ___, 2015

11 BENJAMIN LAW GROUP

12 By


13 03 / 11 / 2015
14 Na'il Benjamin

15 Attorneys for Defendant D. Lopez Jr.
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ORDER

2 Pursuant to the parties' Stipulation and Agreement, which terms and conditions are fully
3 incorporated herein by this reference, and good cause appearing:

4 IT IS HEREBY ORDERED that this matter is dismissed, without prejudice.

5 IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this
6 matter to enforce the Agreement should any action be required to enforce the Agreement after
7 the dismissal without prejudice is entered by the Court. See generally *Kokkonen v. Guardian*
8 *Life Ins. Co. of America*, 511 US 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, 1432
9 (9th Cir. 1995).

11 DATED: March 16 , 2015

By

HON. DONNA M. RYU
UNITED STATES MAGISTRATE JUDGE

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